

LOCAL SANATORY INQUIRIES.

Professor Hosking is now in York on the part of the Board of Works, making sanitary investigations; and will also visit Cocker-mouth and Sunderland with the same object in view. We are told, that the other official referees, Mr. Poynter and Mr. Shaw, have also had districts assigned to them.

About three months ago the Worcester city commissioners invited Mr. Austin, the honorary secretary to the Health of Towns Association, to make a survey of that city, and report upon it. This he has done, and has proved, amongst other things, that "on three items—lost labour, excessive sickness, and funerals, there is a year's charge upon Worcester of twenty-four thousand six hundred pounds, occasioned by an excessive mortality." It appears that in the year 1841, the deaths in Worcester were in the proportion of one death to every 44 of the population, and that the average age of all who died was only 33 years and four months. The importance of efficient drainage is strikingly exemplified: in streets which are culverted, inhabited by the poorer classes, the age at death was, on an average of three years, 25 years and a half; and in the streets not culverted, similarly inhabited, seventeen years.

The report has been printed and diffused, and can scarcely fail to awaken the inhabitants to the power of the destructive agents so busily at work around them.

It is indeed a remarkable thing, as Dr. Southwood Smith said the other day at Exeter, that the human family has now lived together in communities for 6,000 years at least, and has not yet made its places of abode salubrious. Perhaps there has never yet existed a single city, in any age or country, the inhabitants of which have not experienced some degree of suffering, some amount of sickness, and some diminution of the natural term of life, from the neglect of those precautions which are necessary to render human habitations healthy. "Air, water, and light, are physical agents which are indispensable to human existence. They are the primary pabulum of life; and being so, they are provided for us by nature in unlimited abundance; we have only to open our hands to receive them, always fresh, always pure, always inexhaustible; and yet there is no city or town so constructed as to admit everywhere free currents of fresh air; there are few houses so constructed as to admit of a proper degree of air and light; and almost universally the contrivances for the supply of water have hitherto been to the last degree clumsy and inadequate."

It will not be the fault of THE BUILDER if society still remain in its present suicidal state of ignorance.

REDRESS FOR COMPETITORS.

THE DALSTON LITERARY INSTITUTION.

SIR,—One branch of my practice brings me into frequent communication with architects and builders, and I have for some time taken in your very excellent and valuable paper, and it does seem to me very strange that, whereas there are daily complaints on the part of architects, relative to what are called "competitions," that they do not take some legal steps to obtain redress; they should remember, that it is one of the first maxims in English law, that "there is no wrong without a remedy."

In the case of the Dalston Literary Institution, one of the most flagrant I ever heard of, if all facts are correctly stated (and I must assume them to be so), it appears to me the remedy is very simple. The committee publicly put forth, that they are desirous to receive certain work from certain individuals, of a certain description, and limited by certain conditions; i.e. they have rejected the offers of those who have observed these conditions, and accepted one which violates in the grossest way the main condition of all. The cost price fixed on the article for which they contract is 1,500*l.*; and it is clear that the article accepted must cost at least 6,000*l.*, half of it being worth 3,000*l.* It is clear the contract is broken, and that all parties can recover the fair value of their work, labour, and services, from the committee.

Suppose a man direct another to buy him a boat, but when the boat is procured and ten-

dered, he says, I want a ship, and you must keep the boat yourself; can any one doubt that the man should recover? Suppose, to come nearer the point, a man directs a house agent to buy him a cottage, and when it is procured says No, I want a palace—can any one of sane mind doubt that he would be compelled to pay for the cottage?

Let your correspondent, "Alpha," deliver in particulars of his demand for his work, labour, and skill, and immediately issue a writ against the party whose name appears. I will engage he shall recover on proof of his identity; it is no defence to say they have been deceived by the offer of the "successful candidate;" proper opinions from competent judges could have been obtained, and ignorance and incompetency is no defence at law. Should there be any tendency on the part of the secretary to shuffle, such as calling himself only an agent, and refusing the names of his principals, I think "Alpha" would have a rare rod in pickle for him. Let him immediately file a bill of discovery: the facts are short, and it would not cost more than 10*l.* or 15*l.* to put it on the file. Mr. Secretary could have no answer, and the equity would be so clear, that in about six weeks his costs would be about 120*l.* So much for the architects; if they do not assert their rights, they deserve to be cheated and swindled to the end of the chapter.

Now for the builders: they have tendered on certain particulars of quantities: most probably the circular contains the usual clause, that the parties are not bound to accept the lowest tender, but this at equity is only binding within reasonable limits. A man who estimated a house at 1,000*l.* might avail himself of the clause in case of tender for 1,200*l.* or 1,300*l.*, but certainly would be liable for the builder's expenses if the house could not be built under 3,000*l.*

Let this simple fact be borne in mind, that all contracts must be observed in their true intent and meaning, and if not, that each and every individual is entitled to his fair and ordinary charges against all and singular of the parties concerned, any clauses and conditions of the broken contract notwithstanding.

In shorter words, the committee having broken their contract, are each and all of them liable to any party who has taken the smallest trouble in the matter. I say each and all, and by a late decision of Lord Denman, if not partners they are co-contractors, and may be sued individually by any claimant.

I am, Sir, &c.,

DEFENSOR.

Finsbury-square.

* A large number of letters touching the Dalton competition have been received, and shall have consideration.

RAILWAY JOTTINGS.

THERE is said to have been a most satisfactory increase of railway revenue for 1846; the gross receipts having considerably exceeded a million sterling.—The often tyrannical and harsh exercise of official authority over passengers received a salutary check in the Exchequer the other day, in the action of damages, *Chiltern v. Croydon Railway Company*, for imprisonment of the plaintiff because he had resisted the extortion of a double fare, exacted from him because he had lost his ticket. The court gave judgment against the company on the ground that they had no right to give a passenger in charge under the circumstances of the case.—The *Doncaster Chronicle* states that the Doncaster and Peterborough loop of the Great Northern line is let to Messrs. Peto, under a penalty of 1,000*l.* a week, for non-performance of the contract, under which it must be completed by 1st February, 1848.—The five large shafts of the tunnel at Dudley on the Oxford, Worcester, and Wolverhampton line have been completed, and the bricklayers and navigators are now fully employed on the cutting of the tunnel itself, about 80 yards of the whole 980 yards of which have been completed, the brickwork being finished as the cutting proceeds. The sub-contractors calculate on cutting about 100 yards a month.

STUDY OF ANATOMY.—Our advertising columns give the particulars of a proposed course of lectures on anatomy by Mr. J. Marshall.

CHURCH BUILDING COMMITTEES.

SIR,—Observing in your last number an excellent article on the subject of parish committees for building churches, I have sent you the following as an illustration:—

A few years since, a district church was proposed to be built (not one hundred miles from the south of the town of Shrewsbury); a building committee was appointed, consisting of coopers, painters, grainers, joiners, navy captains, &c., and the result of their first consultation was an advertisement in the newspapers, offering the extravagant sum of 15*l.* for the best plan of a church in any style, but the committee would prefer Gothic. Some nine or ten architects forwarded plans; one of these gentlemen (to make sure) sent two or three, with an extraordinary collection of clouds, vapours, and shadow. A few were not devoid of merit for originality, and others possessed considerable simplicity and fitness. A very worthy individual connected with the church thought it would be desirable that a competent person should be appointed to select the best design, and a very proper gentleman was called in, and selected one (out of fourteen), which appeared to be the most worthy of the premium. The committee then ordered tenders (by advertisement) to be sent in, signed, sealed, and delivered, to the parish clerk. Some four or five tenders were forwarded, and the amount being from 200*l.* to 300*l.* more than the committee had at their disposal, they at once abandoned plan and all. The aforesaid committee then put their heads together, and adding to their number a bricklayer builder, commenced a plan to suit their purse. From this extraordinary amount of collective wisdom emanated one of the most disgraceful Christian churches that can be imagined, without one single redeeming merit in plan or construction. The tower (or rather cockloft) was supposed to be provided for six bells, but was found scarcely strong enough for one. The graveyard is already eight or nine inches above the floor; the consequences are damp in the floors and walls, and evident rot of timbers, which, by the bye, have no provision for circulation of air. The roof is one barn-like span, the water conveyed from the slates, 70 feet, by 3-inch semi zinc troughs, down one 2-inch down-spout of the same material. The ceiling is flat, constructed chiefly of pine joists, 3 and 4 by 2, 12 feet bearing 18 inches apart. Purlins of roof 5 and 6 by 3 and 4, 12 feet bearing. The building was finished without any provision for ventilation, except by three doors in the east end. The committee thought a little air was necessary upon times, and directed their builder to apply three casements. The latter recommended small openings should be made, arguing that the air would come in faster through these than larger ones. The committee bowed to his superior judgment, and adopted the small openings. The consequence is, the congregation are either stifled or frozen, and with their respected minister would be glad to raise the edifice from the face of the earth, if the means could be provided.

If the above is worthy your notice, you are at liberty to insert it in your valuable periodical, which I hope will ere long work a beneficial change in church building committees.

I am, Sir, &c.,

ANTI-QUACK.

DONCASTER TOWNHALL CONTRACTS.—The tenders lodged by six masons, six joiners, seven plumbers, five slaters, and six plasterers, for the various works necessary in the erection of the new Town Hall, have been considered by the council, and the following selected:—

Masonry.—Messrs. Latham and Co., Darfield	£2,400
Joiners.—Messrs. Illingworth and Bellamy, Bradford	1,087
Plumbers.—Mr. William Jackson, St. George-gate, Doncaster	225
Slating.—Messrs. Hill and Co., Bradford ..	163
Plasterers.—Mr. Tattershall, Bradford ..	248
Total	£4,123

The difference between the highest and lowest estimates in the masons' work was, 730*l.*; in the joiners', 293*l.*; in the plumbers', 144*l.* 10*s.*; in the slaters', 86*l.*; and in the plasterers', 103*l.*; total difference, 1,356*l.*